

2795

A G R E E M E N T

between
Seaside Heights Board of Education
and the
Seaside Heights Education Association

July 1, 1995 through June 30, 1998

Law Offices

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Preamble

This Agreement entered into this 18th day of October, 1995 between the Seaside Heights Board of Education, hereinafter called the "Board" and the Seaside Heights Education Association, hereinafter called the "Association."

Article I - Recognition

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for full and part time certified teaching personnel, the school nurse, librarian, supplemental resource center teacher, instruction assistants and child study team members, but excluding:

Per Diem Personnel
Substitutes
Superintendent
Secretaries
Custodians
Cafeteria Personnel
General Aides

B. References to male employees shall include female employees.

Article II - Grievance Procedure

A. Definition

A grievance is a claim by a teacher or member represented under this agreement based upon the interpretation, application, or violation of this agreement, Board policy, or administrative decision affecting terms and conditions of employment of a teacher, group of teachers or member represented under this agreement.

B. General

1. The grievant shall have the right to present his/her own appeal or designate representatives of the Association, but the Association shall have the right to be present at all stages of the Grievance procedure.
2. A grievance will be waived and barred if it is not presented in writing within fifteen (15) workdays of the occurrence on which it is based or the teacher or the Association knew or should have known of the occurrence.
3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. The time limits herein may be extended only by mutual written agreement between the parties.

C. Procedure

Level 1

1. An informal Level 1 meeting shall be requested with the Superintendent in writing.
2. Said meeting shall be held within ten (10) school days upon receipt of written request.
3. The Superintendent shall have five (5) school days to respond.

Level 2

1. If the grievance is not satisfactorily resolved at Level 1, the teacher or the Association may, within five (5) school days of receipt of the decision at Level 1, or in the event of no response at Level 1 within twenty (20) school days of the submission of written level 1 request, may present a formal written grievance to the Superintendent. The written grievance shall set forth:
 - a. the occurrence giving rise to the grievance;
 - b. the date of the occurrence;
 - c. the specific contract article (s) or policy (s) claimed to have been violated;
 - d. the relief sought.
2. The Superintendent will communicate his decision in writing within five (5) school days of the receipt of the grievance.

Level 3

1. If the grievance is not satisfactorily resolved at Level 2, the teacher, or the Association, may, within five (5) school days of receipt of the decision at Level 2, or, in the event of no response at Level 2, within ten (10) school days of the Level 2 submission of the grievance, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education.
2. The Board, or a committee thereof, shall review the grievance and may, at its discretion, hold a hearing and render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

Level 4

If the grievance is not satisfactorily resolved at Level 3 and it alleges a violation of the terms of this agreement, the teacher, or the Association, may, within fifteen (15) school days of receipt of the decision at Level 3, or, in the event of no response, within forty-five (45) school days of the Level 3 submission of the grievance, submit the grievance to binding arbitration.

D. Arbitration Procedure - Costs

1. All parties are bound by the rules of the American Arbitration Association (AAA) or the State of New Jersey Public Employment Relations Commission (PERC) with respect to the selection of an arbitrator and his/her procedures.
2. Costs shall be borne by both parties equally.

3. Hearings shall not be public and include only concerned parties.
4. The Arbitrator's decision shall be issued within 30 days of the end of the proceedings.

E. Miscellaneous

If, in the opinion of the Association, a grievance affects a group or class of teachers, the Association shall submit such grievances in writing to Level 2 of the Grievance procedure.

Article III - Teacher Rights

- A. No teacher shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. The Board recognizes the responsibility of a teacher to determine grades within the grading policy of the Seaside Heights District based upon the evaluation of the child, documented support, inclusive of the teacher's professional judgement and available criteria pertaining to any given subject area or activity for which he/she is responsible. In the event the administration makes a change, reasons for that change shall be discussed with the teacher if he/she is available. If the teacher is not available, said verbal reasons shall be reduced to writing and a copy forwarded to the teacher.
- C. A public phone will be made available in the faculty lounge which will be limited to 908 area code calls.
- D. Any written and signed complaint of any employee that is addressed to the Board of Education or Superintendent, from a parent, student, administrator or any person shall be promptly brought to the association member's and the association member shall be given the opportunity to respond to any complaint. Any criticism of the teacher shall be held in confidence between the association member and the party involved.

Article IV - Association Rights

- A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the state of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey of the Constitution of New Jersey and the United States.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, or if required to so meet by decision or a mediator, factfinder or arbitrator, he/she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Association and the National Education Association shall be permitted to transact official association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured through the Superintendent or his/her designee.
- D. The Board agrees to furnish to the Association the agenda and approved minutes of all Board meetings and upon individual authorization the names and addresses of all staff members.

- E. The Association and its representative shall be permitted to use school buildings in accordance with Board policy.
- F. The Association may be permitted to use school building equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines and all times of audio-visual equipment at reasonable times when such equipment is not otherwise in use upon the approval of the Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which they cause to the equipment.
- G. The Association shall have the use of a bulletin board in the faculty lounge. The Board of Education shall be able to use the cork strip maintained in the faculty lounge for General Building use items.

Article V - Workday and Work Year

A. Work Year

The in-school work year of teachers and instruction assistants employed on a ten (10) month basis shall not exceed 182 days. One (1) day shall be utilized as a professional day.

B. The Association shall be consulted before the submission of the annual school calendar of the Board.

C. Work Day

The workday, except where otherwise specified in the contract, shall not exceed six (6) hours and (30) minutes per day. The workday shall be structured for the teachers and instructional assistants to arrive ten (10) minutes before the students and remain five (5) minutes after the students departure. This will accommodate the scheduling of a homeroom in the morning. Instructional Assistants shall be entitled to a thirty (30) minute lunch period per day.

D. Full time Teachers shall be guaranteed a minimum of one hundred and fifty (150) minute duty-free preparation time a week within the confines of a student day, in at least thirty (30) minute consecutive time blocks. Preparation time shall be prorated for the librarian.

E. Meetings

1. General

Staff members will be required to provide the Employer thirty (30) additional hours of time per work year in addition to the ten (10) hours of faculty meetings. This additional time shall be without any additional

compensation. All time will be outside the regular workday and cannot be used for parent-teacher conferences or instructional time with students. Scheduling of additional time will be for staff development or workshop meetings.

2. Faculty Meetings

Faculty meetings will be determined by the superintendent and provided to each staff member prior to the start of the school year. These meetings are subject to change and where practicable, notice of faculty meetings will be given two (2) days in advance of the meetings. Faculty meetings shall be held once (1) per month and not to exceed one (1) hour in duration. The meeting shall begin no later than ten (10) minutes after student dismissal.

3. Staff Development and Workshop Meetings

Staff Development and Workshop meetings will be developed by the Superintendent and the Association and provided to each staff member at least fifteen (15) days prior to the meeting. Should a change be necessary, a new date shall be mutually agreed upon by the parties. These meetings shall be no less than thirty (30) minutes and no longer than two (2) hours in duration. Should a staff member be unable to attend a scheduled meeting for a legitimate purpose, that staff member may discuss this with the superintendent and a mutually agreeable accommodation shall be made.

4. Exclusions

No meeting shall be conducted on Friday, any other day on which staff attendance is not required at school or, on or before any holiday unless, mutually agreed to by the parties.

5. Records

The superintendent shall keep a record of all:

- a. meetings and/or workshops
- b. staff members in attendance
- c. length of meetings and/or workshops

6. Teachers and Association members may suggest items to be included in the faculty meeting agenda and on which workshops should be given.

7. Association items or business may be included at faculty meetings, following the completing of all other business.

F. Association members shall be permitted to leave their building during their duty-free lunch periods.

G. All Association members shall be required to attend three (3) evening meetings without additional compensation. (Required meetings shall be Back-to-School Night, Christmas Program and Graduation.) Attendance at all other evening meetings shall be optional.

H. After the first and third marking periods, there will be one (1) week devoted to parent conferences. Parent conferences shall be handled as has been the past practice since the 1990 Fall semester, within the confines of the school day.

Article VI - Employment

- A. Placement on the Guide shall be determined by the Board of Education. However, the Board shall not compensate any new teacher hire at a guide level greater than a teacher with like experience who is currently on the Guide.
- B. Association members shall be given written notice of their contract and salary status as described in NJASA School Law. Salary status shall be given providing a master contract has been negotiated by that time. Re-employment for Instructional Assistants will not be based on seniority.
- C. All instructional assistants shall have a minimum of one evaluation per year.

Article VII - Salaries

A. Pay Schedule

1. Teachers and instructional assistants employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. When a payday falls on or during a school holiday, vacation or weekend, teachers and instructional assistants shall receive their paychecks on the last previous working day.
3. Teachers and instructional assistants shall receive their final checks on the last working in June.
4. Based on the base salary figure as of June 30, 1995, the parties agree to the following percentage increase:

1995-96	-	4.5%
1996-97	-	4.0%
1997-98	-	4.0%

All Association members who were on the salary guide as of June 30, 1995 shall receive wages in accordance with Schedule "A".

All Association members who were on the salary guide as of June 30, 1995 and subsequently went off guide by virtue of this agreement shall receive the stipulated flat dollar increase as set forth on Schedule "A".

All Association members not on the salary guide as of June 30, 1995 shall receive the percentage increase stated above on their salary effective June 30, 1995 and as set forth on Schedule "B".

B. Longevity

1. Teachers with Twenty (20) years experience within the District shall have their base salary adjusted by an additional \$300.00 increase which shall constitute their new base salary.
2. Teachers with Twenty Five (25) years experience within the District shall have their base salary adjusted by an additional \$500.00 increase which shall constitute their new base salary.
3. Longevity increases are not included in calculating the percentage increases in section A-4 of this article.

C. Tuition Reimbursement-Professional Improvement

1. The Board will reimburse teachers for the cost of up to six (6) graduate credits per year at the state college rates.
2. Reimbursement will be conditioned on: 1) prior approval of the Superintendent or Board for course work deemed of value to the school district; and 2) proof of successful completion with the standard being a grade of "B" or better. Payment will be due after the following Board meeting.

D. Certificate Bonus

Effective July 1, 1995 any Teacher's Aide possessing a substitute teaching certificate shall receive a five (\$500) hundred dollar stipend.

Article VIII - Leaves of Absence

A. Temporary Leaves-Association Members

1. Association members shall be entitled to ten (10) sick leave days per school year. The Board will provide written notice of accumulated sick leave to each teacher by September 30 or the school year. In the case of absence, the Association member has the obligation to notify the secretary by 7:30 AM. If the secretary cannot be reached, the Superintendent will be called.
2. Association members shall be eligible for three (3) noncumulative days of leave with full pay for personal matters which cannot be transacted outside of working hours or personal or family emergencies. Application for personal leave will be submitted in writing not less than five (5) workdays in advance of the date of requested leave, except in the case of emergency. Requests for leave for emergencies will be submitted immediately upon return to work. The approval or disapproval of request for personal leave will be within the discretion of the Superintendent. Personal leave may be taken, upon approval of the Superintendent, one day before and after a holiday provided the employee shows that such leave is for a legitimate personal or business purpose. Any unused personal leave time may not be carried over to the succeeding year, except if the unused leave is due to the Association member being denied leave by the Superintendent for business reasons.
- 3a. Association members shall be granted up to three (3) days leave of absence with full pay in the case of death in the immediate family. Members of the immediate family are husband, wife, parents, parents-in-law, sisters, brothers, sisters/brothers-in-law, sons, daughters,

sons/daughters-in-law, grandparents and grandchildren.

b. Association members will be granted one (1) day, that day being the day of the funeral, leave of absence with full pay in the case of the death for an uncle, aunt, niece or nephew.

B. Child Rearing Leave

1. In the case of a birth of a child or the adoption of a child, any employee shall have the right to apply for a leave without pay for child-rearing purpose.
2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
3. In the case of female teachers, the application for child-rearing leave may be made to become effective immediately upon termination of medical leave absence.
4. Child-rearing leave shall be granted for the remainder of the school year in which the birth of the child occurs. School year shall be considered July 1 to June 30.
5. One additional school year shall be granted for child-rearing leave for tenured staff only.
6. When an employee returns from a child-rearing leave, assignments shall be determined by the Superintendent of Schools.
7. Teachers on leave must notify the Superintendent of their intentions to return by April 1. Notice in the year of the birth of the child shall be as soon as possible but, in no event later than April 30.

8. The Board of Education may, on a case-by-case basis and where particular individual circumstances warrant an exception, deviate from the strict application of the conditions governing child-rearing leaves of absence. Any such exception/deviation however, is solely within the discretion of the Board of Education and any such decision to permit a deviation may not be considered as a precedent or past practice on the event of a subsequent application. It is further agreed that any decision by the Board of Education under this paragraph shall not be grievable nor shall there by any appeal mechanism whatsoever from the Board of Education's decision.
9. Applications for child-rearing leave shall be filed at least three (3) months before the anticipated birth of a child, stating when the leave will commence and end.
10. The Board of Education will maintain the employee in the in-service benefit program providing the Association member pays the premiums for such in accordance with the insurance provider.

C. Other Leave

Other leaves of absence without pay may be granted by the Board upon the recommendation of the Superintendent.

Article IX - Retirement

- A. Any teacher who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits and not merely "deferred retirement" and has ten (10) consecutive years of service within the Seaside Heights School District shall be eligible for payment for unused sick leave.
- B. To be eligible for the payment, a teacher should make known his/her intention to retire to the Superintendent, in writing, no later than December 31 of his/her last year of teaching.
- C. The amount of payment shall be computed at the rate of one-half (1/2) day's pay at the time of retirement for every accumulated unused sick day in excess of thirty (30) days. A day's pay shall be arrived at by dividing present salary at retirement by 200.
- D. The maximum amount to be paid upon retirement shall not exceed the sum of \$11,500.00 per teacher.
- E. All unused personal days up to three (3) per year will be converted to accumulated sick leave days.
- F. Effective July 1, 1995 through June 30, 1997, any Association member who retires during this said period shall be reimbursed at a per diem rate for one half ($\frac{1}{2}$) their accumulated sick days regardless of language set forth in this Article. On July 1, 1997 this provision will expire and the previous language as set forth above, will control.

ARTICLE VIII - INSURANCE AND BENEFITS

1. The Board of Education shall provide (beginning 1/1/93) i. the Board of Education shall provide for and assume full cost health insurance, medical insurance, for each full-time teacher and for faculty covered in instructional assistance hired pursuant to Article VI.
2. All insurance plans mentioned in this Article shall be continued by the Board up to a maximum of one (1) year for tenured teachers on approved disability leaves of absence.
3. The Board will continue to provide administration services for a \$15,000 life insurance policy for each teacher and instructional assistant however, effective upon execution of this agreement all employees covered by this agreement shall have the option to decline coverage or have deducted from their pay the pro-rated premium based on the annual premium over twenty pay periods. This plan requires at least seventy-five (75%) percent participation, should the number of members declining coverage exceed twenty-five (25%) percent then this coverage will be terminated.
4. Effective January 1, 1993 all employees covered by this agreement shall be required to make a two (\$2.00) dollar co-payment for generic drugs and a five (\$5.00) co-payment for brand name drugs in all other ways the prescription drug plan will continue as outlined above.
5. Effective January 1, 1993 a new classification will be implemented by the Board to determine for the Health Insurance Plan which individuals will receive additional benefits primarily as a function of the percentage of the base fee applicable to the employee.

6. Effective January 1, 1996 or as soon thereafter as can be implemented by the Board, all employees covered by this agreement shall be subject to Pre-Admission Review and Second Surgical Opinion.

B. Instructional Assistants (hired after 7/1/93)

1. The Board shall provide for and assume full cost for health-care, dental insurance, for single coverage only for each employee full time Instructional Assistant.
2. All provisions set forth in Article X, Sections 3,4,5, and 6 of this agreement shall apply for single coverage only.

Article XI - Miscellaneous Provisions

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The Board reserves jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district; and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods, means and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- C. Any individual contract between the Board and an Individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an Individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- D. Copies of this Agreement shall be printed at the expense of the Board of Education and the Association after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed by the Board, to all Board members, to the Administration, Board Secretary and Board Attorney, and to each new teacher upon the signing of a contract.

Article XII - Duration of Agreement

A. This Agreement shall be in effect for the period July 1, 1995 through June 30, 1998.

B. Negotiations for a successor Agreement shall be in accordance with PERC rules and regulations.

1. The Board shall make available to the Association for inspection pertinent records, data and information of the Seaside Heights School District.
2. All meetings shall be regularly scheduled at a time when the teacher representatives are free from instructional responsibilities, unless otherwise agreed upon.

C. Individual contracts, relevant to pay periods, shall be in compliance with this Agreement.

Seal

SEASIDE HEIGHTS BOARD OF EDUCATION

By: Julie Fabis
President

ATTEST:

Michael Manouky
Secretary

Seal

SEASIDE HEIGHTS EDUCATION ASSOCIATION

By: John J. Kilkenny
President

ATTEST:

John J. Kilkenny
Secretary

SCHEDULE "A"

SEASIDE HEIGHTS EDUCATION ASSOCIATION

SALARY GUIDES

<u>STEP</u>	1995-1996	1996-1997	1997-1998
	<u>BA</u>	<u>BA</u>	<u>BA</u>
1	\$26,000	\$26,500	\$27,000
2	\$26,500	\$27,000	\$27,500
3	\$27,200	\$27,500	\$28,000
4	\$28,700	\$28,300	\$28,500
5	\$29,674	\$29,900	\$29,400
6	\$30,700	\$30,974	\$31,100
7	\$31,400	\$32,100	\$32,274
8	\$33,083	\$32,800	\$33,500
9	\$34,589	\$34,583	\$34,200
10	\$36,280	\$36,144	\$36,208
11	\$38,361	\$37,880	\$37,804
12	\$44,800	\$39,961	\$39,540

** Anyone above Step 12 in any year of this agreement shall receive the following adjustment to their salary as of June 30th of each preceding year:

1995-1996 - \$1,975
1996-1997 - \$1,650
1997-1998 - \$1,700

SCHEDULE "A"

SEASIDE HEIGHTS EDUCATION ASSOCIATION

SALARY GUIDES

<u>STEP</u>	1995-1996	1996-1997	1997-1998
	<u>MA</u>	<u>MA</u>	<u>MA</u>
1	\$26,612	\$27,112	\$27,612
2	\$27,112	\$27,612	\$28,112
3	\$27,812	\$28,112	\$28,612
4	\$29,312	\$28,912	\$29,112
5	\$30,286	\$30,512	\$30,012
6	\$31,312	\$31,586	\$31,712
7	\$32,012	\$32,712	\$32,886
8	\$33,695	\$33,412	\$34,112
9	\$35,201	\$35,195	\$34,812
10	\$36,892	\$36,756	\$36,820
11	\$38,973	\$38,492	\$38,416
12	\$45,412	\$40,573	\$40,152

** Anyone above Step 12 in any year of this agreement shall receive the following adjustment to their salary as of June 30th of each preceding year:

1995-1996 - \$1,975
1996-1997 - \$1,650
1997-1998 - \$1,700

SCHEDULE "B"

SEASIDE HEIGHTS EDUCATION ASSOCIATION

SALARY GUIDE - INSTRUCTIONAL ASSISTANTS

		1995-1996	1996-1997	1997-1998
<u>NAME</u>	<u>TITLE</u>			
	CST	\$41,666.24	\$43,332.89	\$45,066.20
	CST	\$34,491.27	\$35,870.92	\$37,305.76
	CST	\$29,782.50	\$30,973.80	\$32,212.75
Starting	Aide	\$ 7,838.00	\$ 8,151.00	\$ 8,477.00
Niosi, E.	Aide	\$11,198.22	\$11,646.15	\$12,111.99
Ropollo, N.	Aide	\$ 9,798.97	\$10,190.92	\$10,598.56
Enderson, S.	Aide	\$ 9,098.82	\$ 9,462.77	\$ 9,841.28
Riley, K.	Aide	\$ 9,098.82	\$ 9,462.77	\$ 9,841.28